

Joseph Zelmanovitz (JZ 0085)
STAHL & ZELMANOVITZ
747 Third Avenue
New York, New York 10017
(212) 826-6422
jzelmanovitz@szlawllp.com
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
BKNS MANAGEMENT LLC, derivatively on
behalf of ABBSON LLC,

Case No. 1:24-cv-05581-JAV

Plaintiff,

**DECLARATION OF
BRIAN KHUNOVICH**

- against -

MESSNER REEVES LLP, CLEARWATER
PREMIERE PERPETUAL MASTER LLC,
JONATHAN WRIGHT, TORBEN WELCH, and
TITAN FINANCIAL, LLC,

Defendants.

-----X

Brian Khunovich declares under the penalty of perjury, as follows:

1. I am the managing member of plaintiff BKNS Management LLC ("BKNS"), a New York limited liability company, and reside in Woodmere, New York. I am a member of Abbson LLC ("Abbson"), on behalf of which I caused the commencement of this derivative action. I have personal knowledge of the facts set forth below.
2. Abbson entered into a loan agreement with INBE Capital ("INBE"), pursuant to which Abbson forwarded \$3.5 million to INBE on or about June 27, 2023, as an interest reserve deposit (referred to as an "ICA Deposit"). The ICA Deposit was a condition to obtaining the loan from INBE in the amount of \$14 million. The loan was to funded commencing 90 days from June 2023. However, the loan proceeds were never remitted to Abbson.

3. Since at least January 2024, I communicated with the other two members and managers of Abbson, Chad Abbott, Abbson's CEO, and Igor Boldyrev, Abbson's CFO, requesting that they take action to have Abbson's ICA Deposit returned or to commence litigation to recover the funds. For many months, however, Abbott and Boldyrev took no such action—not even sending a notice to INBE that Abbson was terminating the loan transaction and demanding the return of Abbson's ICA Deposit.

4. On March 21, 2024, I and my attorneys met with Abbott and Boldyrev in a hotel in midtown Manhattan. At this meeting, I strongly urged Abbott and Boldyrev to send the termination notice to INBE and to take whatever action was necessary to recover the funds. All parties readily acknowledged that INBE would probably ignore the termination notice and withhold the ICA Deposit, making litigation a necessity to enforce Abbson's rights to recover its funds.

5. After further prodding, in early April 2024, Abbott and Boldyrev finally caused Abbson to send the loan termination notice to INBE and to demand that the ICA Deposit be returned to Abbson. As expected, however, INBE ignored the notice and did not return the ICA Deposit to Abbson. Abbson was left with no choice but to commence litigation against those responsible for fraudulently obtaining Abbson's \$3.5 million.

6. But despite the fact that INBE was not returning the \$3.5 million to Abbson, Abbott and Boldyrev still did not commence any litigation to recover the funds.

7. By email transmitted on July 8, 2024 to Abbott and Boldyrev, I had BKNS's attorneys demand from Abbott and Boldyrev that they cause Abbson to commence a lawsuit

against the defendants and related parties and assert claims under RICO and state law and common law against them. Abbott and Boldyrev were also requested to advise BKNS if they intended to commence such an action and if so when it would be commenced.

8. Abbott and Boldyrev had their attorney respond that the attorney would be filing such an action on behalf of Abbson, notwithstanding that the attorney had no authority under an agreement between plaintiff and Abbson and others to do so without the consent of BKNS. The attorney did not provide any time frame by which the lawsuit would be brought. No lawsuit was filed. Therefore, BKNS commenced this action derivatively on behalf of Abbson.

9. A copy of the Amended Complaint filed by BKNS, whose allegations are referred to in the accompanying memorandum of law, is attached to this Declaration as Exhibit A.

This Declaration is submitted under penalty of perjury that the foregoing is true and correct.

Executed December 27, 2024 in Woodmere, New York.



Brian Khunovich